

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, A.F.L.-C.I.O. LOCAL 268
411 S. Gay Street, Suite D, Knoxville, Tennessee 37902
Telephone: (423) 637-6547

Philip Pope, Business Representative;

April 1, 1998

Nina Boyer, Personnel Specialist
U. S. Department of Energy, ORO

Dear Nina:

Per Part III, Article 30, Section 2, this is our notice to reopen, amend part of the contract.
Attached is a list of our proposals.

Sincerely,

M. Dalton Cooper, Shop Chairman
Office and Professional Employees
International Union, Local 268

OPEIU PROPOSALS

1. The Union reserves the right to modify, add or delete any of its proposals at any time.
2. "The congress find that -
 - (1) Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them -
 - (A) safeguards the public interest,
 - (B) contributes to the effective conduct of public business, and -
 - (C) facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and
 - (2) The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

Therefore, labor organizations and collective bargaining in the civil service are in the public interest." (5U.S.C. 7101(a))

3. The Union and the Employer agree that mutual goals can best be achieved through understanding and cooperation in collective bargaining. The Employer agrees that the Union is entitled to the rights granted to a Union holding exclusive recognition as outlined in 5 U.S.C. Chapter 71.
4. It is also the intent and purpose of the Union and Employer that this Agreement will accomplish the following objectives:
 - a. Define the complete agreement between the parties and specify certain rights and responsibilities of the parties hereto.
 - b. To state policies, methods and procedures which govern working relationships and to identify subject matter of proper mutual concern to the parties hereto.
 - c. To provide for employee participation in the formulation and implementation of personnel policies and practices affecting the conditions of their employment through their union.
 - d. To facilitate the adjustment of grievances, complaints, disputes-, and differences relating to matters deemed appropriate under 5 U.S.C. Chapter 71.
 - e. To promote and improve the morale of bargaining unit employees.
 - f. To promote better working conditions including environment, health and welfare.
5. In the administration of the Agreement, the Employer is identified as any element of management who exercises direct or indirect supervision over members of the bargaining unit by approving or denying leave, adjusting work schedules, and/or performs employee appraisals. Also any employee who represents management.

6. The Employee is identified as any member of the bargaining unit.
7. In the event the certification of representative is amended to include other employees, those employees shall be covered by the Agreement.
8. During meetings between Management and Union representatives and/or his/her designee, if such representative desires, he/she may be accompanied by one other representative. The Union may have a number of representatives equal to management. Representatives paid by the Union may attend.
9. The Union's national and business representatives shall be permitted to visit facilities of the Employer at any time. The Employer will furnish the Union Business Representative(s) with a permanent BAO badge or its equivalency for entrance to the facility.
10. A Union Representative shall be granted 1 hour of official time on an individual basis to explain the role and responsibilities of the Union to each new employee. This time shall be granted during the orientation session of the new employee or in cases where the Union's representative is unavailable during the time of the session, the time shall be granted within the first 5 days of the employee reporting to work unless otherwise requested by the Union. The employer shall furnish the Shop Chairman, on a monthly basis, the following information regarding all new employees:
 - 1) Full name
 - 2) Position title and grade
 - 3) Organizational assignment
 - 4) Date of entrance on duty
 - 5) Interoffice address
 - 6) E-mail address
11. Once during the term of the Agreement, the Union Representatives or their designees shall be granted 2 workdays of excused absence to receive orientation on the meaning of articles of the Agreement. In the event any of these representatives are officially replaced, his/her successor shall likewise be granted 2 workdays of excused absence to receive orientation on the meaning of the articles of the Agreement.

12. Each Union Representative will be granted the following amounts of official time per pay period to perform representational duties exclusive of joint labor-management meetings:

Shop Chairman - 60 hours of official time per pay period;
Chief Steward - 50 hours of official time per pay period;
Asst Chief Steward - 50 hours of official time per pay period;
Job Steward - 30 hours of official time per pay period.

The employer agrees to adjust Union Representatives workload to accommodate for this used time, plus any and all representational duties.

Or, as an alternative, the Shop Chairman will be assigned to full time representational and joint labor-management meetings, and the Chief Steward will be assigned 75% time representational and joint labor-management meetings.

13. When carrying out a responsibility under this Agreement, Union representatives shall be accorded the same status as the corresponding level of management.
14. Union representatives shall not be required to disclose communications with members of the bargaining unit which occurred during the performance of representational duties.
15. The Employer agrees that management shall not enter employee desks or files unless the employee or a Union representative has been given the opportunity to be present. The Employer also will not listen to phone calls or monitor conversations in any office or conference room without first notifying the Union.
16. The Employer shall not take or fail to take any personnel action in respect to any employee as a reprisal for the exercise of any appeal right granted by law, rule, regulation, or the terms of the Agreement.
17. An employee cannot be disciplined for invoking his/her Fifth Amendment privilege against self-incrimination in refusing to answer questions.
18. This Agreement is an official agency document and reading it in operational areas is permitted. Discussion of union-related issues in operational areas shall not be treated differently from discussions about other nonoperational issues.
19. The Employer shall not discriminate against Union representatives in the responsible exercise of their right to serve as representatives for the purpose of collective bargaining, handling grievances and appeals, furthering effective labor-management relationships or carrying out any responsibilities assigned by this Agreement.

20. It is agreed that personnel policies, practices and matters affecting working conditions, not specifically covered by the Agreement, shall not be changed by the Employer without prior notice to, and negotiation with the Union. If a DOE wide policy is published, the Union will be informed within 5 days of receipt of the policy by Management and the Union will be given 30 days to raise an objection from the date the Union receives the change. If the Union raises any objection the contract will remain as is.
21. The Employer shall provide a window of lice in the ORO Federal Building and OSTI for the exclusive use of the Union. This of lice shall be furnished by the Employer with: desks, chairs, filing cabinets, computers and printers, fax machines, telephone and telephone service, and electronic mail (E-mail)—all non-monitored. All items are to be comparable to that of management. Confidentiality and privacy is ensured. Union officials are authorized to use all equipment and systems for labor-management relations. Bargaining unit employees are authorized to use all of the above to communicate with the union office.
22. Union officials who are elected or appointed to serve in an official capacity as a representative of the Union shall be granted, upon request, leave without pay concurrent and consistent with elected terms of office or appointment. Each request by an employee for such leave without pay shall be for a specified period and shall be certified by the national office of the Union.
23. Upon completion of a period of leave without pay granted under this Article, the Union official shall be returned to duty at the facility to which he/she was assigned prior to his/her assuming leave without pay status. By mutual agreement between the Union official and his employing agency, he/she may be returned to a duty station other than the duty station to which he/she was assigned prior to his/her assuming leave without pay status.
24. Upon written (electronic or otherwise) notice to the Employer that need for leave without pay granted under of this Article has ended, Union of finials shall be permitted to return to duty pay prior to the termination date of their leave without pay status.
25. The Employer shall print this Agreement in booklet form and distribute a copy to each employee in the unit. New employees shall be supplied with a copy as they are hired. The Employer shall also provide 250 copies to the local office of the Union. The agreement will also be available through electronic means.
26. The Employer shall provide the Union a copy of all administrative orders and notices, and all agency orders and notices which relate to personnel policies, practices and working conditions of employees in the bargaining unit.
27. Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave.
28. Earned compensatory time may be used in lieu of or in conjunction with annual leave or sick leave.

29. There shall be no sick leave counseling based solely on the number of sick leave hours used. Sick leave usage shall not be a factor for promotion, discipline, or other personnel action.
30. An employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of 5 days or less. An employee may be required to furnish a medical certificate for absences of more than 5 consecutive work days. If a physician was not consulted, a signed statement from the employee giving the facts about the absence, the treatment used, and the reasons for not having a physician's statement shall be accepted as supporting evidence by the supervisor. An employee who, because of illness, is released from duty, shall not be required to furnish a medical certificate for the day released from duty.
31. During hazardous conditions, all employees who are unable to report for duty shall notify their office. The Employer agrees that an employee who was unable to report for duty will be granted excused absence provided the employee provides an explanation or documentation, if available, which shows hazardous conditions prevented the employee from reporting to the facility.
32. When the Employer determines hazardous conditions exist, on-duty bargaining unit employees who can be spared from duties shall be given excused absence.
33. In making the determination to grant excused absences resulting from hazardous conditions, the Employer will consider current information from state and local police regarding road and highway conditions, news media, and other reliable sources of information.
34. An employee shall be granted 4 hours of excused absence for the purpose of donating blood and/or blood platelet.
35. The Parties agree that where voting polls are not open for 3 hours before or after working hours, an employee may be granted an amount of excused absence which will permit him/her to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off.
36. To the extent operational requirements permit such accommodations, an employee whose personal religious belief requires the abstention from work during certain periods of time, may elect to work credit time or comp time to allow for time lost for meeting those religious requirements.
37. Eighty hours of excused absence will be granted to any employee who is involved in a permanent change of station.
38. Provided all legal, regulatory, and administrative requirements have been met, promotions shall be effected on the beginning of the first full pay period after the employee becomes eligible. Supervisors shall ensure that the personnel office is advised sufficiently in advance to accomplish the promotion action to meet this requirement.

39. The Parties recognize that qualification standards for employment are established by the Office of Personnel Management. Prior to recommending changes in the qualification standards for employees covered by this Agreement, the Employer shall notify the Union. If the Union requests, the Parties shall meet, thoroughly discuss the recommendations and attempt to reach a joint recommendation.
40. When it is known that a higher grade position will be vacant for a period of 5 work days or more and a bargaining unit employee is or has been assigned to fill the position, that employee shall be given an immediate temporary promotion.
41. Assignments to duties normally performed at higher grade levels shall never be considered as upgrade training for the purpose of avoiding payment at the higher rate.
42. Credit for duties performed at higher grade levels shall be made a part of the permanent record of the employee.
43. All temporary promotions will be by SF-50 "Notification of Personnel Action." Employees temporarily promoted for more than 15 work days shall be provided a copy of the position description and performance standards. Temporary promotions will not exceed 120 days without competition.
44. The Employer agrees that Union officials will not be placed on special assignments or details unless agreed to by the Union. If a bargaining unit employee is detailed or temporarily promoted outside the bargaining unit, the employee will be allowed to continue paying union dues by payroll deduction.
45. The training budget requested and received by ORO and OSTI shall be sent to the Union. The Union and Employer will negotiate on how the allocation received is disbursed. Training request will be submitted to the supervisor as soon as the employee decides to take a class, etc. A training committee will be established and an equal number of union representatives will be members. This committee will consider all training requests to ensure that training is given equitably. Management agrees to make reasonable efforts to provide training to any unit employee whose position is adversely affected by reorganization or changes in mission, budget, or technology, in order to assist the placement of the employee in existing or projected vacancies.
46. Bargaining unit employees shall receive at least 2 weeks advance notification for any training assignment away from his/her permanent duty station. When the Employer proposes training for Union officials, the Union officials may reschedule or cancel the training at his/her discretion if the training conflicts with any Union duties.
47. Supervisors will allow personnel participating in agency directed study courses to devote a minimum of 15 hours per month of official duty time to the study of these courses.

48. Bargaining unit employees are entitled to have Individual Development Plans (IDPs). IDPs shall be developed jointly by the Employer and the employee. The employee and the Employer must pursue the goals developed in the employee's IDP.
49. A dispute regarding the accuracy of an employee's position description will be handled through the grievance process.
50. All proposed changes to the position description of bargaining unit members shall be forwarded to the Union, in advance, for comment and/or negotiations.
51. Management shall maintain an accurate position description for each position at his/her facility, reflecting the duties of the employee filling the position. These position descriptions shall be readily available to the employee.
52. Performance standards and critical elements established by the employer shall be consistent with the position description for the position.
53. Performance standards established by the Employer shall be applied to individual employees in a fair and just manner.
54. At any point during the rating period that the first-line supervisor believes an employee's performance may result in a rating of unacceptable, the supervisor shall identify the subelements for which performance is unsatisfactory and will meet with the employee to discuss the matter. The supervisor will ensure that Union Representation is in attendance at these discussions. The supervisor shall give the Union and the employee documentation of the employee's performance in time for them to review the documentation before meeting and at least 5 days in advance. The supervisor shall write a performance improvement plan which will identify what the Employer will do to assist the employee to improve the employee's performance.
55. A non-probationary employee whose reduction in grade or removal is proposed because of unacceptable performance is entitled to:
 - a. review all of the information relied upon to support the action and to be given a copy upon request. The employee's representatives shall also be given a copy of the proposed letter and supporting documentation. The Union shall be provided with a copy of all correspondence to the employee that is related to the action. The employee and his/her representatives will be granted official time in all cases for preparation and presentation of answers to proposed actions under this Article. Work schedules will be adjusted.
 - b. 15 calendar days to reply to the proposed action.
 - c. a final decision in writing within 30 days of the expiration of the notice period.
 - d. If the final decision is to sustain the proposed removal or downgrade, the decision letter must specify the instances of unacceptable performance on which it is based and the decision must be concurred upon by a management representative who is in a higher position than the management representative who proposed the action.

56. Employees shall be rated only on those elements or performance in which they were provided an opportunity to demonstrate performance. In those instances where an employee is not provided an opportunity to demonstrate performance in a specific element or subelement of performance, he/she shall not be rated on that element or subelement.
57. Use of official time and approved absences for labor relations activities shall not be a factor in employee performance appraisals.
58. Data accumulated from electronic Management Information Systems will not be the only factor relied upon to evaluate an employee's performance.
59. Official records shall be maintained in accordance with the applicable provisions of the Privacy Act and its implementing regulations. Where required by law, rule or regulation, the material shall bear the signature of the person originating the material.- The employee shall be given copies of all material which is placed in his/her unofficial, Official and Working Personnel Folders.
60. Letters of reprimand and documents related to them shall be retained in the Official and Working Personnel Folders for no more than 6 months. In the event a letter of reprimand is ruled by appropriate authority to have been unjustly issued, it shall be removed immediately from the unofficial, Official and Working Personnel Folders and destroyed. Any reference to a letter of reprimand which has been expunged from the unofficial, Official and Working Personnel Folders must be removed from any and all other records.
61. The Parties recognize that appraisal of employees is normally a management function. Members of the bargaining unit shall not be allowed or required to evaluate other members of the bargaining unit for appraisal purposes.
62. When other qualified employees are available, union representatives shall not be required to perform OJT duties.
63. Payday shall not be later than the second Tuesday after the close of the pay period.
64. If an employee does not receive his/her salary check on the regular delivery date, he/she may contact his/her supervisor who shall assist him/her in tracing the check or obtaining a substitute check.
65. Calls concerning an employee's lost salary check will be given top priority attention by the payroll office.

66. Recertified salary checks will be issued to employees as expeditiously as practical.
67. Prior to temporary assignment away from the facility, volunteer bids shall be solicited. Temporary assignments shall be made on an equitable basis.
68. An employee temporarily assigned away from their regular duty station shall receive the hill per diem for the entire period.
69. Before any employee is required to travel in the performance of official business, he/she shall be granted an advance of funds, if he/she so requests. The amount of the advance shall be the maximum allowable by law. Travel advances shall be made within a reasonable period prior to the beginning of travel. The employee shall not be required to use his/her personal credit cards, nor shall they be required to apply for a credit card in his/her name to pay for travel expenses.
70. Except for emergencies, bargaining unit employees shall receive at least 3 weeks advance notification for any duty assignments away from his/her permanent duty station.
71. The Employer shall plan activities and schedule travel so that a bargaining unit employee performs necessary travel away from his/her official duty station on official time. Payment for time in travel status, including overtime, comp time, or credit hours shall be granted.
72. During the period an employee is away from his/her official duty station, he/she shall be paid the maximum per diem rate applicable.
73. Employees filing vouchers for expenses incurred during TDY and PCS travel shall have all such vouchers paid by management within a reasonable period, normally not to exceed 30 calendar days.
74. An employee recuperating from illness or injury and temporarily unable to perform operational duties may voluntarily submit a written request to his/her supervisor for temporary assignment, not to exceed 12 months, to duties commensurate with the disability and the employee's qualifications. The Management shall give such an employee priority for any appropriate assignment available.
75. The Employer recognizes its obligation to inform employees in the bargaining unit of the benefits for which they may be eligible, and to assist them in initiating claims for these benefits. The Employer agrees to take affirmative action to fulfill this obligation through such means as presenting video tape briefings, supplying brochures, pamphlets, and other appropriate information, and assisting employees in filing benefit claims. Union Representatives will be present.
76. The Employer shall insure that DOE personnel actions related to the death or retirement of an employee are processed within 2 weeks so that there is no loss of benefits or undue delay.

77. The Employer shall meet with a deceased employee's designated next of kin, upon request, to advise them of any benefits to which they may be entitled and assist them in filing claims for unpaid compensation including lump sum leave payment and any retirement insurance social security benefits or any other benefits resulting from the deceased's employment with DOE. Union Representatives will be present.
78. The Employer shall provide a retirement planning program to be made available annually in which all employees, with no more than 2 years service remaining prior to their eligibility for retirement, may voluntarily participate. It shall include, but not be limited to, individual counseling, assistance, information and materials. Union Representatives will be present.
79. All employees shall have access to unrecorded telephones.
80. Employees will be informed by the Employer if any calls have been or is to be recorded or monitored.
81. Union Representatives are to have their own separate voice mail—not a multi-party voice mail utility.
82. The employer shall abide by P.L. 91-596, Executive Order 12196, concerning occupational safety and health, and regulations of the Assistant Secretary of Labor for Occupational Safety and Health and such other regulations as may be promulgated by appropriate authority.
83. The Employer shall make every effort to provide and maintain safe and healthful working conditions. Factors to be considered include, but are not limited to, proper heating, air conditioning, ventilation, air quality, lighting, and water quality. This Section also applies to government-provided or leased housing for bargaining unit employees under law.
84. The Employer shall allow travel and per diem to safety representatives designated by the Union when they attend any joint conference or meeting concerned with occupational safety and health.
85. The Employer shall maintain fully stocked first aid kits, including remedies for gastrointestinal relief.
86. A meeting of a joint occupational safety and health committee composed of an equal number of representatives from the Union and Employer shall be held at least monthly. The committee shall render reports and recommendations to the Manager for action on matters concerning occupational safety and health. The Manager shall, within a reasonable period of time but not to exceed 30 days, advise the committee that recommended action has been taken or advise them why action has not been taken. Schedules will be adjusted to permit the Union representatives to attend on official time.

87. The Employer shall establish formal locally administered, first aid training and CPR courses. CPR courses are to be repeated in accordance with the American Red Cross requirement for annual update training. The number of employees to be trained shall be at least one per branch, but in no case less than 2 per division.
88. In the event of construction or remodeling within a facility, the Employer shall insure that proper safeguards are maintained to prevent injury to unit employees. If the Employer initiates the use of chemicals or pesticides at the facility, the Union shall be notified sufficiently in advance and be advised of the nature and purpose of their use.
89. The Employer agrees to comply with regulations promulgated by the Office of Workers' Compensation Program (OWCP) when an employee suffers an illness or injury. The employee and the Union shall be advised of his/her right to file a claim for benefits under the Federal Employees' Compensation Act and of the procedures for filing such a claim.
90. The Employer agrees to provide an employee who is injured while in a work status a copy of the brochure entitled "112 Questions and Answers About the Federal Employees' Compensation Act" or any subsequent changes. The Employer further agrees to provide each Union representative, with a copy of this brochure and to maintain a copy in the Human Resource Management Division.
91. No charge for parking at the ORO Federal Building or at OSTI will be passed on to employees.
92. The Employer shall provide a safe, secure, and appropriately lighted, adequate parking at no cost to the employees. The Employer agrees to exercise reasonable care in maintaining the security of the area at all DOE facilities.
93. The Employer agrees to keep all DOE-controlled areas where employees park and walk clear of snow and ice.
94. The Parties recognize that many areas of mutual interest and concern may be outside the scope of the collective bargaining relationship. The Parties also recognize that it is in the best interest of both Parties to meet, discuss, and receive briefings on such issues constructively addressed outside the collective bargaining context.
95. The Parties shall establish a committee which shall meet quarterly to discuss concerns and items of interest including but not limited to the following:
 - a. environmental concerns (including space adequacy/management).
 - b. facility classification
 - c. impact of technological changes
 - d. national training review
 - e. facility expansion
 - f. workplace automation

96. Adverse actions may not be taken against an employee except for such cause as will promote the efficiency of the service. Any actions under this Article must be supported by a preponderance of the evidence and warranted by just and substantial cause. Adverse actions must be determined on the merits of each individual case.
97. When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary or potential disciplinary situation, the employee shall be so notified in advance. The employee shall also be notified of his/her right to be accompanied by Union Representatives if he/she so desires, and shall be given a reasonable opportunity to obtain such representation before the beginning of the meeting. If, during the course of a meeting, it becomes apparent for the first time that discipline, or potential discipline, could arise, the Employer shall stop the meeting and inform the employee of his/her right to representation, if he/she so desires, and provide a reasonable opportunity to obtain representation before proceeding with the meeting. This Section applies to meetings conducted by all management representatives, including EEO counselors, and agents of the Inspector General. No disciplinary action may result from any such meeting unless the provisions of this Article have been met.
98. The Union shall be informed and given the opportunity to be present at any formal discussion between 1 or more representatives of the Employer and 1 or more employees in the bargaining unit concerning grievances or personnel policies or other conditions of employment. Formal discussion is defined as a meeting which concerns grievances, personnel policies or practices, or other matters affecting working conditions, including meeting discussing the way work is to be carried out and duties that have been reassigned.
99. A grievance shall be defined as any complaint:
- a. by an employee concerning any matter relating to the employment of the employee.
 - b. by the Union concerning any matter relating to the employment of any unit employee.
 - c. by a unit employee or either Party concerning --1. the effect or interpretation, or claim of breach of this Collective Bargaining Agreement; or 2. any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment as provided in the Civil Service Reform Act of 1978.
 - d. by an employee or the Union concerning any matter relating to employment not covered by any other areas of the Agreement.

100. Prior to contracting out or reassigning to another agency or organization any function currently performed by bargaining unit employees, the Employer will negotiate the impact of this decision with the Union.
101. Blank
102. We are currently negotiating RIF's in total. These proposals are not all inclusive, since we will be completing negotiations later.
103. Work Schedules: 4-10 compressed work week will be initiated in addition to the current flexible schedule. Employees will be able to choose a 4-10 compressed work week, or a variable work week, or a regular schedule. The variable work week will be a modified 54-9 with credit hours available. Employees will be able to earn a maximum of 24 credit hours and carry over 24 credit hours each pay period using the variable work week or the regular schedule. Hours of work will be 6:00 AM to 7:00 PM Monday through Friday for all work schedules.
104. The Employer will consider options to minimize the adverse impact of any reduction in force; for example, the use of attrition or requests to OPM for early retirement opportunities pursuant to 5 U.S.C. 8336.
105. The Employer will provide the OPEIU with two copies of the retention register prior to the conduct of a RIF and with updated information concerning the RIF (such as additional positions affected, revised implementation dates, etc.) as soon as such information is available.
106. When two or more employees are tied in retention standing, i.e., two employees in the same subgroup have the same service computation date, and one or more but not all tied employees must be released from the competitive level, the Employer shall break the tie on the basis of:
 - a. Length of DOE service, and if a tie remains;
 - b. Time within grade, and if a tie remains;
 - c. By lottery.
107. An employee will be given five (5) calendar days in which to accept or reject an assignment offer made pursuant to this section.
108. Six months after a RIF, the Employer will provide the OPEIU with a report containing the numbers and series of employees rehired by the Employer.
109. The Employer agrees to avoid or minimize a RIF by taking such actions as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition and by reassignment of qualified surplus employees to vacant positions.

110. The Employer agrees to notify the Union when it is determined that RIF actions shall be necessary within the unit. The Union shall be notified as to the number of positions to be reduced and the vacant positions that the Employer has authorized for staffing.
111. In the event of a RIF action, the Employer shall negotiate with the Union regarding the procedures to be used in effecting the RIF.
112. In the event of a RIF the affected employee and/or his/her Union Representatives shall be provided master retention registers.
113. The Union shall be provided at the end of the RIF with a list of all vacancies filled during the RIF.
114. All RIFs shall be administered in accordance with law.
115. The Employee Assistance Program shall cover such matters as financial (debts, supplementary income, etc.); family (marital relations, in-law problems, child-parent relations, etc.); health (medical, alcoholism, drug abuse, mental illness, psychological counseling, stress reduction, critical incident stress intervention, etc.); consumer (housing, fraud, etc.); and miscellaneous (legal aid, recreation, education, etc.).
116. The Employee Assistance Program shall be carried out as a nondisciplinary procedure. Employee participation is voluntary.
117. The Union may designate one bargaining unit member at ORO and OSTI to serve as an employee assistance representative. Each Union EAP representative will be granted 40 hours of official time to obtain training and information from the Agency on services available through the EAP and the procedures and confidentiality associated with them. This training will be done at a mutually agreeable site.
118. Employee may make claims for damage to or loss of personal property resulting from incidents related to the performance of their duties while in a duty status.
119. The Employer agrees to assist a claimant in the proper filing of any such claim.
120. Technical workgroups/committees established by the Employer shall be precluded from discussing/formulating changes in conditions of employment, personnel policies, practices and other matters affecting working conditions reserved exclusively for the Union .
121. Any provisions of this Agreement shall be determined a valid exception to and shall supersede any existing Agency rules, regulations, orders, and practices which are in conflict with the Agreement.

122. In the event legislation is enacted which affects any provision of this Agreement, the Parties shall reopen that provision and renegotiate.
123. The Employer recognizes that it is in its interest to have Union support for surveys of bargaining unit employees. Prior to conducting any survey, the Employer will provide the Union an opportunity to review and comment on the questions and related issues of the survey.
124. Any survey conducted of bargaining unit members shall be done on official time.
125. The Union shall be provided with the geographical/organizational distribution of surveys which are distributed on a random sample basis.
126. The Union shall be afforded the opportunity to review and comment in advance on any publication based on or derived from survey results.
127. Union officials shall be provided a copy of bargaining unit survey results at the same time they are distributed to the corresponding level of management.
128. Participation in surveys by bargaining unit employees shall be voluntary.
129. For the purpose of this Agreement, seniority shall be based on service computation date unless otherwise determined by the Parties. This seniority will be used to determine the employees selection of of rices in relocation moves by job classification. Highest seniority gets first choice.
130. The role of the OPEIU representative at any type of meeting includes, but is not limited to, the following rights:
 - a. to clarify the questions;
 - b. to clarify the answers;
 - c. to assist the employee in providing favorable or extenuating facts;
 - d. to suggest other employees who have knowledge of relevant facts; and
 - e. to advise employee
131. Employees have the right to refuse, without fear of employer reprisal, to obey an order that would require the employee to violate a law, including local traffic ordinances, parking prohibitions and speed limits.
125. The decision on whether and when to resign (including retirement) from employment are voluntary matters of free choice for each employee and may not be coerced. An employee may withdraw a resignation or retirement prior to the effective date.

126. The employer recognizes the efforts of OPEIU representatives as important in promoting a quality workplace, and a safe and friendly work environment. Although serving voluntarily, the rights and responsibilities of these OPEIU representatives are supported by the language of this Agreement and by Federal Law. In this regard, the roles and responsibilities of Managers and OPEIU representatives will be conveyed through annual, joint labor/management training sessions.
127. Blank
128. Blank
129. Blank
130. Employees and OPEIU representatives will have access to the Employers' communications systems as a tool for reducing the time spent away from work during the course of conducting labor-management business.
131. Newly-appointed stewards may require a training period in which to become familiar with their duties and the processes of labor management relations. To further this process, a newly appointed steward may accompany or be accompanied by the chief steward, Business Representative, another steward, or National OPEIU representative to formal meetings and grievance meetings at all appeal levels, until the new steward has participated in grievances for 1 year.
132. Training in leadership development, labor management relations, workers health and safety, civil rights, equal employment opportunity, labor relations law, alternative dispute resolution, and other specialized areas that are considered under this Agreement, are appropriate and important training curricula for Individual Development Plans of OPEIU representatives. DOE will provide training in these areas, along with the training needs related to OPEIU representatives' assigned duties and responsibilities. Any employee elected to the National or State Union conventions will be afforded 40 hours of official time to attend.
133. The Employer will pay the travel and per diem expenses for all OPEIU officials who attend joint labor management meetings outside the commuting area.
134. Blank
135. Locks will be placed on office doors and/or lockable filing cabinets will be provided for all OPEIU officers and stewards.
136. Blank
137. Blank

138. OPEIU Representatives may use the Employer's internal mail/e-mail distribution system to transmit electronic or hard copy information to all bargaining unit employees at no cost.
139. On a quarterly basis, OPEIU will be furnished, for its internal use only, on a Lotus or Excel spreadsheet, on a diskette, a list of bargaining unit positions. This list shall contain the names, series, grades, position titles and organizational locations (i.e., mail route symbols) of all bargaining unit employees, and will indicate which employees have authorized dues withholding.
140. When requested, this Agreement will be made available on audio-tape, in large print, and in braille.
141. OPEIU may distribute material on the Employer's premises inside the work (i.e., "badge") area, before or after the scheduled work hours, provided that both the employee distributing and the employee receiving the material are on their own time.
142. If a vacancy announcement is canceled, the reason for the cancellation shall be provided to the Union.
143. Blank
144. Employees may request to be reassigned or not to be reassigned at any time. The Employer is obligated to consider such requests.
145. When an employee can demonstrate a hardship exists which would be relieved by a reassignment to a vacant position for which he/she is qualified and management chooses to fill, the employee will be reassigned.
146. Blank
147. Blank
148. Blank
149. Blank
150. We are also in negotiations for appraisals, therefore these proposals are not all inclusive.
151. The Employer will distribute schedules and detailed descriptions of upcoming training opportunities to all employees on a quarterly basis and well in advance of the scheduled training. The Employer agrees to provide for job-related training and career development programs which make mentoring and developmental details or training assignments available.

152. Employees will not be required to furnish a doctor's certificate on a continuing basis if the employee suffers from a chronic condition which does not necessarily require medical treatment although absence from work may be necessary and the employee has furnished medical certification of the chronic condition.
153. A request by an employee for advanced sick leave will be approved when the following conditions are met:
- a. The requesting employee is eligible to earn sick leave;
 - b. The leave is required for a disability, ailment or surgery;
 - c. Continued employment is expected upon the employees' return;
 - d. The employee has provided acceptable medical documentation to support the need for advanced sick leave.
154. An employee will be granted annual leave, credit hours, compensatory time or leave without pay for up to five (5) workdays when there has been a death in the employee's immediate family. The concept of the immediate family shall include the following: mother, father, mother-in-law, father-in-law, spouse, brother, sister, sister-in-law, brother-in-law, child, grandchild, grandparent, grandparent-in-law or a member of the employees household with whom the employee shares or has shared a mutual residence within the past year.
155. Blank
156. The Employer will inform the OPEIU when chemicals potentially harmful to an employee's health are to be used in or removed from its facilities. Such notice will be given as soon as the Employer becomes aware of the chemicals' use. In no case may the notice be given later than one full workday before the chemicals are to be used. This notice will also be given to affected employees.
157. When the employee believes there is a reasonable likelihood of harm, employees will be allowed to move to safe areas while their area is contaminated or will be given administrative leave during the duration of the contamination.
158. Blank
159. An employee who is assigned to training or duty away from the employee's regularly assigned post of duty, and who elects to return home during non-work days, will be reimbursed for travel not to exceed the amount reimbursable for the per diem if the employee had remained away from home.
160. Government travel regulations will be available for employee review online.

161. When outsourcing functions, the Employer shall include in its REP the requirement that employees adversely affected by the contracting out shall be given the right of first refusal with respect to positions the contractor has open within 120 days of the award as a result of entering into the contract. Affected employees will be paid at the rate of others hired for similar positions, but not less than 80% of their most recent federal salary.
162. The employer will keep the OPEIU fully informed of any study or planned study to contract out any function of its operations.
163. The following are Prohibited Personnel Practices:
 - I. Take or fail to take a personnel action with respect to any employee or applicant for employment as a reprisal for:
 - a. A disclosure of information by an employee or applicant which the employee reasonably believes evidences:
 1. A violation of any law, rule, or regulation, or
 2. Mismanagement, a waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs; or
 - b. A disclosure to the Special Counsel of the Merit Systems Protection Board, or the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences:
 1. A violation of any law, rule, or regulation; or
 2. Mismanagement, a waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;
 - c. The exercise of any appeal right granted by any law, rule, or regulation;
 - II Discrimination for or against employee or applicant for employment on the basis of conduct which does not adversely affect the performance of the employee or applicant or the performance of others; except that nothing in this paragraph shall prohibit an agency from taking into account in determining suitability or fitness any conviction of the employee or applicant for any crime under the laws of any State, of the District of Columbia, or of the United States; or

- III. Take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing or directly concerning the merit system principles contained in 5 U.S.C. 2301.

Any management official found to have committed a prohibited personnel practice will be removed from Federal service.

164. The parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior rather than to punish. A suspended employee will be granted a stay until the matter is grieved or arbitrated for a maximum of 180 days.
165. In deciding what action may be appropriate, the Employer will give due consideration to the relevance of any mitigating and/or aggravating circumstances. The "Douglas factors," included herein for purposes of illustration, are neither meant to be exhaustive nor intended to be applied mechanically, but rather to outline the tolerable limits of reasonableness:
- a. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical and inadvertent, or was committed maliciously or for gain, or was frequently repeated;
 - b. The employee's job level and type of employment including supervisory or fiduciary role, contacts with the public, and prominence of the position;
 - c. The employee's past disciplinary record;
 - d. The employee's past work record; including length of service, performance on the job, ability to get along with fellow workers, and dependability;
 - e. The effect of the offense upon the employee's ability to perform assigned duties;
 - f. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
 - g. The notoriety of the offense or its impact upon the reputation of the agency;
 - h. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
 - i. Potential for the employee's rehabilitation;
 - j. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
 - k. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

166. An employee subject to disciplinary action may grieve the action within 15 workdays of receipt of the Decision. Such grievance must be filed with a management decision maker at least one level higher in the supervisory chain of command than the Deciding Official in the decision to discipline. Such grievance shall be filed at a step in the negotiated grievance procedure higher than Step 1. This grievance right shall be stated in the decision letter.
167. Blank
168. Letters of warning will not be placed in the employee's Official Personnel Folder. A copy will be maintained only by the employee's immediate supervisor and will be destroyed 60 days following the date of issuance or sooner, if appropriate.
169. Blank
170. The parties agree to implement a "flexiplace pilot program" to test the feasibility for establishing this program on a permanent basis. Unless specifically changed by the terms of this agreement, all other terms and conditions of employment as outlined elsewhere will remain the same for employees participating in this pilot program. For example, those employees working an Alternative Work Schedule may continue to do so while participating in this pilot program. Similarly, overtime and leave rules apply as in all other situations.
171. Where the Employer wishes to reorganize, the Employer will give Notice to OPEIU and provide the following initial information:
- a. reason(s) for the reorganization,
 - b. a list with the names, position titles and grades of all affected employees,
 - c. approved mission and function statements for the existing and the proposed organizations,
 - d. staffing charts for the existing and the proposed organizations,
 - e1. a list of officially classified position descriptions then complete, if any, with copies of each position description listed,
 - e2. a list of positions for which classification action is pending,
 - f. a list of known vacancies in the new organization,
 - g. projected adverse impact resulting from the reorganization, if any,
 - h. a proposed implementation schedule, and
 - i. any proposed written employee notices.

172. Where the Employer wishes to relocate employees, the Employer will give Notice to OPEIU and provide, the following initial information:
- a. reason(s) for the relocation
 - b1. a list with the names, position titles and grades of all affected employees and their supervisors,
 - b2. a list of names, job titles, and the employer of all contractors occupying work space in existing and/or proposed sites seating charts.
 - c. floor plans and seating chart(s), drawn to scale, for both the existing and proposed organizational locations,
 - d. whether the proposed relocation is intended to be temporary or permanent and the expected duration of residency in temporary space,
 - e. Information concerning anticipated changes in provision for OPEIU office space, parking facilities, lunch facilities, security provisions,
 - f. health and safety testing and results, if any,
 - g. projected adverse impact resulting from the relocation, if any, and a statement concerning how the determination was made together with any relevant documentation.
 - h. a proposed implementation schedule, and
 - i. any proposed written employee notices.
173. Blank
174. Blank
175. The Employer will not implement proposed reorganizations/relocations prior to the conclusion of negotiations and fulfillment of its bargaining obligations.
176. The parties agree that OPEIU will be issued two (2) reserved parking spaces near the main entrance in the ORO and OSTI parking facility.
177. Blank
178. Each calendar year the Union shall be allowed two membership drives at each DOE site where employees are covered by this agreement not to exceed 5 work days. These membership drives can be conducted at times available to all employees. Requests for the equipment and facilities needed will be directed to the proper person at least three work days prior to the commencement of the membership drive(s). The drive in the FOB and OSTI will be in the lobby or another area selected by the Union at a later date.
179. If the Employer has or establishes a task force or work group dealing with conditions of employment affecting bargaining unit employees, the Union will be given the opportunity to designate a representative and negotiate as appropriate.

180. The initiation of a grievance or statutory appeal procedure by an employee will not cause any reflection on his/her standing with his/her supervisor or on his/her loyalty or desirability to the organization.
181. An employee may be represented by an attorney and/or a representative of the Union, of the employee's own choosing, in any appeal action whether or not under the negotiated grievance procedure.
182. All Department of Energy bargaining unit employees deserve to be treated with common courtesy and consideration. .
183. Counseling and warning sessions (or conversations) that are negative toward a bargaining unit employee will be conducted privately and in such a manner so as to avoid embarrassment of the employee. Official information pertaining to individual employees shall be maintained in accordance with applicable law and regulation.
184. Employees are authorized the reasonable use of the telephone at the work place for personal calls. The use of commercial long distance network for personal calls must not result in a charge to the Government.
185. An employee is accountable only for the performance of assigned duties and compliance with standards of conduct for Federal employees. Within this context, the employer affirms the right of an employee to conduct his or her private life as he/she deems fit. Employees shall have the right to engage in activities of their own choosing, except as prohibited by law.
186. Employees will not be precluded from presenting their views to officials of the Executive branch, the Congress, or other appropriate authority. Interaction with Congressional members or providing testimony to Congressional Hearings is acceptable. This activity will be on duty time.
187. Employees have the right to:
 - Working conditions that are safe and healthful
 - Training considered necessary to insure satisfactory job performance
 - Express themselves concerning improvement of work methods and working conditions
188. Be informed of what is expected of them and to whom they are directly responsible.
189. Employees will be permitted to review and will be provided a copy of any agency/activity regulation on duty time and at no cost to the employee.
190. Blank

191. At each DOE/ORO/OSTI facility where there are employees covered by this Agreement, the Union will be provided bulletin boards in areas normally used for communicating with bargaining unit employees. It will be glass enclosed and lockable with a key.
192. Blank
193. Union officials will be allowed access to any information pertinent to unit employees' safety and health.
194. Blank
195. The Employer shall encourage employees to work safely and to report to management and others as they deem necessary any observed unsafe or unhealthy conditions. Stewards and representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions which may represent health or safety hazards. The Employer assures there will be no restraint or reprisal as a result of an employee's reporting an unsafe practice or condition. Any manager responsible for restraint or reprisal of bargaining unit employees under this section shall be removed from service.
196. Management agrees to assure prompt response to employee reports of unsafe or unhealthful working conditions and will require an inspection within 24 hours for employee reports of imminent danger conditions, or within 3 workdays for potentially serious safety and health conditions. If any inspection is made, the union will be informed and given an opportunity to be present and participate during the inspection. After an abatement of any area the union shall be given an opportunity to be present at the final inspection before the acceptance of the area for employee occupancy. Any employee, or representative of employees, who believes that an unsafe or unhealthful working condition exists in any workplace where such employee is employed, is encourage to report the unsafe condition to his/her supervisor and shall have the right to make a report of the unsafe or unhealthful working condition to the appropriate Agency safety and health inspector andlor OSHA/NIOSH and request an inspection of such workplace for this purpose.
197. Management agrees to ensure prompt abatement of unhealthful and unsafe working conditions. Management and the Union will work together to propose a remedy for the condition. The proposed plan shall contain a proposed time table for abatement and a summary of steps being taken in the interim to protect employees from harmed as a result of the unsafe or unhealthful working condition. All employees subject to the hazard shall be advised of the interim measures in effect and shall be kept informed of subsequent progress on the abatement plan. The employees will be relocated during the time from reporting the condition until an inspection proves the area is safe.
198. Blank

199. Employees shall report all job-related injuries to their supervisor. The supervisor will take appropriate action to insure that: The human resources management (HRM) office is promptly notified to insure timely processing of necessary reports and employee claims. Management agrees that the HRM of rice shall provide assistance to employees in preparing necessary forms and documents, and submitting them to the Office of Workers Compensation Program (OWCP), and also shall inform employees of their rights under the Federal Employees Compensation Act. Management agrees to provide employees with assistance in all phases of claims processing, including follow-up contacts with OWCP on the employee's behalf. When Management determines that employees are temporarily unable to perform their regular duties due to injury or occupational illness, but may be capable of returning to or remaining in a duty status, Management will make a good faith effort to locate a work assignment compatible with the employee's physical condition.
200. An employee who expects to be absent more than one day shall inform the supervisor of the approximate date of return to duty, if possible. If he/she does so, daily reports will not be required. An employee will not be required to reveal the nature of illness as a condition for approval.
201. An employee who is unable to reach their supervisor may leave a message. A message can be left on the supervisor's voice mail, with the secretary or the secretary's voice mail, or a co-worker.
202. Management agrees to maintain a sufficient number of EEO counselors who are properly trained, available and accessible to all employees. All counselors will be specifically informed of the unit employee's right to file a grievance under the negotiated grievance procedure or file an EEO complaint.
203. An employee may have representation of his/her choice at any stage in the processing of an EEO complaint or investigation. Union representatives will be provided information necessary to properly represent the employee.
204. Each unit employee is entitled to a complete and accurate position/job description which shall be reviewed annually by the employee and management. Duties and responsibilities which may have an impact on the series, grade level, or performance standards of the position shall be promptly incorporated in the position/job description to insure that the accuracy of the classification is maintained. The term 'performs other duties as assigned' as used in position/job descriptions means duties related to the basic job. This phrase will not be used to assign work to an employee which is not reasonably related to the basic position/job description.
205. The Union will be provided a copy of new or revised position descriptions. The Union will be provided the material utilized to arrive at the assigned title, series, and grade of all bargaining unit positions.

206. Management agrees to provide the Union with copies of any new classification standards for bargaining unit positions and copies of any position classification audits performed on unit positions resulting in a change of series and/or grade.
207. An employee may request a desk review at any time. The desk review will be started within 30 days and a final report prepared and presented to the employee within 45 days of the start of the review. In conducting such reviews, the reviewer will consider the employees's written or oral comments. The employee, if he/she so chooses, may be assisted or represented by a union representative. If the employee, or the union representative, is not satisfied with the accuracy of the position/job classification, he/she will be furnished in writing, information on appeal rights and procedures. An employee who files a classification or job grading appeal to the Department shall have their appeal decided within 60 days from the date of Department receipt of the employee's completed statement. Employees and/or their representative will be provided a copy of the classification or job grading appeal file.
208. Overtime is creditable in increments of fifteen (15) minutes. Any period of eight minutes or more is creditable as a fifteen minute increment and any period of less than eight minutes is disregarded.
209. Records showing the overtime distribution shall be maintained by the employer. The employer will provide to the local union all records of overtime assignments of unit employees on a quarterly basis in a format of the union choosing.
210. An employee who is scheduled to be on-call outside the employee's regular duty hours shall receive 10 percent of the employees standard rate . While in an on-call status, an employee shall be available for prompt return to duty to perform service.
211. An employee who is called back to work while in an on-call status will be paid a minimum of two hours overtime.
212. When on-call is mandated for a particular occupation and/or unit, Management agrees to solicit volunteers for on-call status. When there is a sufficient number of qualified volunteers available for on-call duty status, the duty will be rotated equitably among the volunteers. When sufficient qualified volunteers are not available, on-call duty status will be scheduled in a fair and equitable manner among qualified employees.
213. The primary aim of the out placement program will be to find continuing Federal employment for affected employees.

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